

1039.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE A. W. BURNS CONSTRUCTION COMPANY, COLUMBUS, OHIO, TO PAVE ROAD, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$23,642.00—SURETY BOND EXECUTED BY THE METROPOLITAN CASUALTY COMPANY OF NEW YORK.

COLUMBUS, OHIO, September 22, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Highways and Public Works, for and on behalf of the Board of Trustees of Ohio State University, and The A. W. Burns Construction Company, of Columbus, Ohio. This contract covers the construction and completion of a paved road south of Ohio Union on the campus of Ohio State University, Columbus, Ohio, and calls for an expenditure of twenty three thousand six hundred and forty-two dollars (\$23,642.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also submitted a certificate from the Controlling Board that in accordance with Section 12 of House Bill No. 502, 87th General Assembly, said board has properly consented to and approved the expenditure of the moneys appropriated by the 87th General Assembly for the purpose covered by this contract. In addition, you have submitted a contract bond upon which the Metropolitan Casualty Insurance Company of New York appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1040.

APPROVAL, WARRANTY DEED TO LAND IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, September 22, 1927.

HON. CARL E. STREB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion general warranty deed from Joseph B. Belcher and Mayme Belcher, his wife, and Anna L. Young,

a widow, to the State of Ohio, covering a tract of 76.2 acres of land, a part of O. S. U. Lot No. 1 in Nile Township, Scioto County, Ohio. Said deed has been redrafted to comply with the suggestions contained in an opinion of this department dated August 16, 1927, and bearing No. 878.

In comparing the description of the real estate as set out in the above deed with the description set out in Opinion No. 878, above referred to, I find that the west line of the real estate as described in the deed reads as follows:

"Thence north 96.4 poles to a stake in the north line of said Lot Number One and 60.8 poles north $89\frac{1}{2}^{\circ}$ east from the northwest corner of said Lot Number One;"

whereas the description of said line as contained in said Opinion No. 878 reads:

"thence N. 96.4 poles to a stake in the N. line of said Lot No. 1 and 60.8 poles, $89\frac{1}{2}'$ E. from the N. W. corner of Lot No. 1."

In other words, the description in the deed refers to a stake 60.8 poles *north $89\frac{1}{2}$ degrees* east from the northwest corner of Lot Number One, whereas the description set out in the opinion refers to a stake 60.8 poles, $89\frac{1}{2}$ *minutes* east from the northwest corner of said lot. You will note that the word "north" is omitted preceding $89\frac{1}{2}$ minutes in the description in the opinion.

A similar discrepancy is found in the description of the north line of the tract. As described in the deed the north line is as follows:

"Thence north $89\frac{1}{2}^{\circ}$ E. 8.2 poles to three white oaks and a hickory,"

whereas, the description of said line as set out in said Opinion No. 878 reads:

"thence N. $89\frac{1}{2}'$ E. 8.2 poles to three white oaks and a hickory."

I do not have the abstract before me, and am therefore unable to determine which of the two descriptions is the correct one. I would suggest that you carefully compare the description set out in the deed with that contained in the abstract in order to determine whether or not the description as set out in said deed is correct.

Subject to the above exception, I find that said deed is now in proper form, and therefore approve the same.

I am returning said deed herewith.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1041.

TAXES FOR RELIEF OF POOR—HOW LEVY SHOULD BE MADE IN TOWNSHIP—SECTION 5625-5, GENERAL CODE, VALID AND CONSTITUTIONAL.

SYLLABUS:

1. *By the provisions of Section 5 of House Bill No. 80, passed by the 87th General Assembly, tax levies made by townships for the relief of the poor should be*